

EXHIBIT 1

**LYME RESEARCH ALLIANCE/TICK-BORNE DISEASE ALLIANCE
CONFIDENTIALITY AGREEMENT**

As a condition of the retention of Kamy Glve (hereafter, "Confidant") as a consultant by Lyme Research Alliance/ Tick-Borne Disease Alliance or any of its affiliates and related organizations (collectively, "Lyme Research Alliance/Tick-Borne Disease Alliance" or the "Company"), Confidant and the Company agree as follows:

Confidant acknowledges being informed that as a consultant for the Company, Confidant will learn, generate, or have access to confidential or proprietary non-public business or personal information ("Confidential Information") about the Company, its members, partners, officers, employees, investors, clients, business partners or their family members (collectively, the "Protected Group").

Confidant also acknowledges being informed and agrees that the term Confidential Information includes for purposes of this Agreement a broad range of information (whether or not in writing), documents, data and materials with which Confidant may come into contact while retained by or working with the Company, including, but not limited to, trade secrets, passwords, financial information and records, personnel compensation information, agreements between the Company and its vendors or others, marketing plans, methods of operation, medical research, and information about or received from clients and other companies with which the Company does business, including all disks, files and notes compiled in connection therewith. Confidant also acknowledges being informed that the unauthorized use or disclosure of Confidential Information could cause great harm, loss, or embarrassment to members of the Protected Group.

Confidant further acknowledges that all inventions, original works of authorship and other developments, whether or not patentable or copyrightable, which Confidant solely or jointly conceives, creates or reduces to practice during his or her work with the Company ("Inventions") are "works for hire" and that all rights in any Inventions as well as any Confidential Information shall be owned by the Company or its designee.

Accordingly, as a condition of Confidant's initial and continued retention by or working with the Company, Confidant and the Company agree that Confidant shall:

- (a) never (even after ceasing to be retained by or working with the Company) directly or indirectly disclose any Confidential Information to any person or entity outside the Company or use Confidential Information for Confidant's personal benefit;
- (b) immediately upon cessation of Confidant's relationship with the Company, return all Company property and materials of any kind, including all Confidential Information, to the Company and not access (or assist others to access) the Company's computer network, voice mail system, or other information systems; and
- (c) hereby irrevocably and unconditionally transfer and assign to the Company all rights, title and interest Confidant may have or acquire in or to any and all Inventions, including all intellectual property rights therein. Confidant also agrees, both during his or her work with the Company and after termination thereof, to execute and deliver such

assignments and other lawful documents and perform such lawful acts as the Company may deem necessary to secure fully to the Company ownership of and intellectual property rights in any such Inventions.

In no way shall execution of this agreement affect Confidant's "at-will" retention with the Company. Confidant agrees that the Company shall be entitled to injunctive relief to enforce its rights hereunder, in addition to any other relief to which it may be entitled.

The Confidant shall indemnify and hold the Company harmless from any costs, expenses or claims arising from the Confidant's breach of this Agreement, including without limitation, all costs and fees (including reasonable attorney's fees) incurred by the Company in enforcing its rights hereunder.

LYME RESEARCH ALLIANCE/TICK-BORNE DISEASE ALLIANCE

Confidant's Name: Carmy Calve
Signature: [Signature]
Date: 1/5/2014

By: _____